

**BOARD OF COUNTY COMMISSIONERS
COUNTY OF KITTITAS
STATE OF WASHINGTON**

**RESOLUTION
NO. 2016- 098**

**RESOLUTION TO AUTHORIZE EXECUTION OF AN INTERLOCAL AGREEMENT
BETWEEN THE KITTITAS COUNTY PUBLIC HEALTH DEPARTMENT AND THE
CITY OF CLE ELUM TO PROVIDE SHARPS DISPOSAL KITS**

WHEREAS, RCW 39.34, the Interlocal Cooperation Act, provides the capability for public agencies to cooperate for mutual advantage; and

WHEREAS, Kittitas County, through the Kittitas County Public Health Department (KCPHD), is charged with the preservation, promotion, and improvement of health in the County; and

WHEREAS, the use of Sharps Disposal Kits can reduce the risk of sharps related injuries in the community; and

WHEREAS, the City of Cle Elum also desires to reduce sharps related injuries; and

WHEREAS, the Parties agree that Sharps Disposal Kits are necessary and should be utilized and supplied in the manner detailed in the interlocal agreement, attached hereto and incorporated herein by reference.

NOW THEREFORE, BE IT RESOLVED that the Board of County Commissioners of Kittitas County, Washington, authorizes execution of an interlocal agreement with the City of Cle Elum that is attached hereto, and incorporated herein by reference.

DATED this 2nd day of August, 2016, at Ellensburg, Washington.


BOARD OF COUNTY COMMISSIONERS
KITTITAS COUNTY, WASHINGTON


Chair


Vice-Chair


Commissioner




Clerk of the Board

- iv. Upon request of the City, provide training to City personnel regarding the use and placement of Sharps Disposal Kits and the removal, disposal, and replacement of used Sharps Inserts.
- b. City agrees to:
 - i. Install Sharps Disposal Kits in or around City facilities at the discretion of the City, with particular emphasis on areas of high traffic of sharps users (e.g. public parks and restrooms). Any and all costs of installation shall be the responsibility of the City.
 - ii. Provide for the proper care and custody of Sharps Disposal Kits provided to the City.
 - iii. Provide for the regular removal, disposal, and replacement of used Sharps Inserts.
 - iv. During at least the first twelve (12) months of the agreement, contact KCPHD for proper disposal of full Sharps Inserts.
 - v. Provide access to installed Sharps Disposal Kits upon request by KCPHD.
 - vi. After City review and approval, allow posting of flyers describing KCPHD's syringe exchange program in close proximity to the Sharps Disposal Kits.
 - vii. In the event of damage to, or destruction of, Sharps Disposal Kits provided to the City, the City shall notify KCPHD within one (1) business day upon discovery of the damage or destruction.
 - viii. In the event of expiration or termination of this Agreement, City shall return all Sharps Disposal Kits and any unused Sharps Inserts to KCPHD.
- 6. NOTICE. All notices and correspondence to the respective Parties of this Agreement shall be sent to the below listed contact persons. Notices mailed shall be deemed given on the date mailed. The Parties shall notify each other in writing of any change of address.

For KCPHD:
Liz Whitaker
Kittitas County Public Health
507 N Nanum St Suite 102
Ellensburg, Washington 98926

E-mail:
liz.whitaker@co.kittitas.wa.us
Telephone: 509-962-7515

For City of Cle Elum:
Jay McGowan, Mayor
City of Cle Elum
119 West First Street
Cle Elum, WA 98922

E-mail:
mayormcgowan@cityofcleelum.com
Telephone: 509-674-2262

7. OWNERSHIP OF PROPERTY. KCPHD shall own all Sharps Disposal Kits and Sharps Inserts provided through this Agreement; provided however, the City shall have the use of provided Sharps Disposal Kits located at sites owned or controlled by the City.
8. RELATIONSHIP OF THE PARTIES. No agent, employee or representative of a Party to this Agreement shall be deemed to be an agent, employee or representative of the other Party to this Agreement for any purpose. Employees of a Party to this Agreement are not entitled to any of the benefits the other Party to this agreement provides to its employees.
9. NON-DELEGATION / NON-ASSIGNMENT. No Party may delegate the performance of its obligations hereunder to a third party, unless mutually agreed in writing. No Party may assign this Agreement without the written consent of the other Party.
10. COMPLIANCE WITH LEGAL REQUIREMENTS. The Parties shall comply with all federal, state and local laws, rules, regulations and ordinances applicable to the performance of this Agreement.
11. INDEMNIFICATION. The Parties agree to be responsible and assume liability for their own wrongful and/or negligent acts or omissions, or those of their officers, agents or employees to the fullest extent required by law, and further agree to save, indemnify, defend and hold the other party harmless from any such liability. In the case of negligence of more than one party, any damages allowed shall be levied in proportion to the percentage of the negligence attributable to each party.

The Parties agree that the provisions of this section shall survive, notwithstanding the termination or invalidity of this Agreement for any reason.
11. NO WARRANTY. The Parties agree that there are no express or implied warranties respecting this agreement or the Sharps Disposal Kits and Sharps Inserts provided herein.
12. ALTERATION OF TERMS. This Agreement may be changed, modified, amended or waived only by written agreement signed by both Parties.
13. INTERPRETATION. This Agreement has been submitted to the review of all Parties and their counsel, if desired, and it shall be given a fair and reasonable interpretation in accord with its words, without consideration or weight given to its being drafted by any Party or its counsel.
14. DISPUTES. In the event that a dispute arises under this Agreement that is not readily resolved mutually by the Parties, the containers shall be removed and the Agreement terminated.

15. GOVERNING LAW AND VENUE. This Agreement shall be governed by the laws of the State of Washington, and venue for any action shall be in Kittitas County, Washington.
16. SEVERABILITY. Any provision of this Agreement, which is prohibited or unenforceable, shall be ineffective to the extent of such prohibition or unenforceability, without affecting the validity or enforcement of the remaining provisions.
17. ENTIRE AGREEMENT. This Agreement fully expresses all understandings of the Parties with respect to the subject matter of this Agreement, and constitutes the complete agreement among the Parties for these purposes. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the Parties hereto.
18. FILING. This Agreement shall be filed with the Kittitas County Auditor's Office or, alternatively, listed by subject on each Party's web site or other electronically retrievable public source pursuant to RCW 39.34.040.
19. ADMINISTRATION. Pursuant to RCW 39.34.030(4)(a), the administrator for this agreement shall be the Director of the Kittitas County Public Health Department, or their designee. No new separate legal or administrative entity is created to administer the provisions of this Agreement. Except such property transfers described herein, all property, personal and real, utilized by the Parties hereto in the execution of this Agreement shall remain the property of that Party initially owning it.
20. SAVINGS CLAUSE. Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and wherever there is any conflict between any provisions of this Agreement and any statute, law, public regulation or ordinance, the latter shall prevail, but in such event, the provisions of this Agreement affected shall be curtailed and limited only the extent necessary to bring it within legal requirements.
21. HEADINGS. The headings of sections and paragraphs of this Agreement are for convenience of reference only and are not intended to restrict, affect or be of any weight in the interpretation or construction of the provisions of such sections or paragraphs.

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IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates indicated below.

Dated: 8-19-16

Cle Elum City Council
Cle Elum, Washington

Jay McGowan
Jay McGowan, Mayor

Dated: August 2, 2016

Board of County Commissioners
Kittitas County, Washington

Obie O'Brien
Obie O'Brien, Chair

Paul Jewell
Paul Jewell, Vice Chair

Laura Osiadacz
Laura Osiadacz, Commissioner

ATTEST:
Kathi Submon
Clerk of City Council

APPROVED AS TO FORM:

City Attorney

ATTEST:
Julie Kjosrvik
Julie Kjosrvik, Clerk of the Board
Mandy Buchholz, Deputy Clerk of the Board
APPROVED AS TO FORM:

Stephanie Hartung, Deputy Prosecuting Attorney